


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45G1862552429		PAGE 1 OF 17	
2. CONTRACT NO. W911RQ-07-P-0075		3. AWARD/EFFECTIVE DATE 30-Jan-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-07-T-0039	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PETE PETERSON				b. TELEPHONE NUMBER (No Collect Calls) 903-334-2206	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 333298 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A4 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000		CODE W45G18		16. ADMINISTERED BY <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SEE ITEM 9</div>			
17a. CONTRACTOR/OFFEROR ROGERS ASSOCIATED MACHINE TOOL CORP JEFF MCFADDEN 15 SAINT JAMES ST ROCHESTER NY 14606-1614 TEL. 585-647-2230		CODE 3MOD1 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$88,600.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Quote# RA0107126, 20 Jan 2007				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 31-Jan-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedy1@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 17	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PURCHASE DESCRIPTION

**PURCHASE DESCRIPTION
FOR
Transmission Flush Machine
11 Jan 2007**

1. **Scope:** This purchase description covers the physical and functional requirements for the purchase of one power washing machine that has been designed to flush the contaminants out of the oil galleys of the Bradley transmission housing. The transmission housing is part of the Bradley/MLRS transmission. The transmission must be cleaned properly to remove all contaminants that may cause premature transmission failure. The machine is described in such detail as to procure an item that is ready for installation and use upon arrival at Red River Army Depot.

1.1 Part Drawing: Part drawings are included as a part of this package.

a. Bradley Transmission Housing, PN 12446590.

1. See Sheet 2, C6, 2 holes.
2. See Sheet 2, C4, 1 hole.
3. See Sheet 5, C5, 1 hole.
4. See Sheet 7, G7, 1 hole.
5. See Sheet 7, B6, 1 hole.
6. See Sheet 8, C6, 1 hole.
7. See Sheet 8, C4, 1 hole.
8. See Sheet 8, B5, 1 hole.

NOTE: A transmission housing will be shipped to the successful vendor for design and testing of the machine. See 3.1.1.

2. **Design:** The transmission flush machine shall be new and one of the manufacturer's current models and capable of cleaning the oil galley ports in accordance with the requirements herein. The machine design and construction shall include all components, parts and features necessary to meet the performance requirements specified herein.
3. **General Information.** The power washer shall be designed to operate with water that has been heated by the use of electric power. Cleaning shall be accomplished by the force of water impinging on the surfaces of the oil galleys. The force will be generated by high pressure water flowing through the transmission.
- 3.1. **Construction.** Washer cabinet, reservoir, and all standard wetted components shall be fabricated of "stainless steel". The washer cabinet and reservoir shall be constructed of 11 gauge stainless steel plate.
- 3.1.1. **Layout/Installation.** After a purchase order is placed, approval drawings will be submitted prior to start up. Exact layout plan and dimensions will be discussed during the drawing review approval stage. A sample transmission housing shall be shipped to the successful vendor at the beginning of the design stage to ensure all of the oil galleys are being thoroughly cleaned.
- 3.2. **Cabinet Reservoir.** Reservoir capacity shall have a minimum of 250 – 300 gallons of water. The reservoir may be an integral part of the cabinet or stand alone unit connected by hose

or pipe to the cabinet. The reservoir shall be fabricated from stainless steel. The floor of the reservoir shall be sloped to facilitate draining of the cleaning solution and rinse water. The lowest point of the tank bottom reservoir shall have a drain with a minimum dimension of two inches. The drain shall be furnished with a shut off valve located exterior to the cabinet. Drain will be used only to facilitate machine maintenance.

- 3.2.1 **Cabinet Loading Door.** The cabinet shall utilize one door for loading and unloading of parts. The door shall have a safety door latch, locking it positively in the closed position. Door latch shall not be self locking. The door dimensions are approximately 34 inches wide x 45 inches high. This door shall be counterweighted for ease of operation. Door shall be equipped with quick release and a locking latch in the open position to firmly stabilize the door during loading. The door seals will be steel labyrinth and steel – to – steel compression type to prevent steam from discharging into the shop area. Plastic or other non-steel seals that require periodic replacement are not allowed. A safety door interlock shall be furnished where the washer shall have safety door interlock switch that automatically shuts down cleaning cycle when loading door is open. The cabinet shall be furnished with one set of fixed gravity roller conveyor wheels inside the cabinet. Size: 28” wide. Load rating TBD by transmission housing weight.
- 3.3. **Water Inlet Ports.** To deliver the high pressure water the machine shall have the spray pipes/hoses arranged where special hoses can be attached to the transmission to ensure that the internal surfaces of the transmission receives the proper cleaning to remove any contaminants from the transmission to avoid contaminants left in the transmission housing that could cause premature transmission failure. Hoses shall be specifically designed and rated for use in high pressure water cleaning equipment and capable of operating at the pressure of the system. Each hose shall be positioned to blast on its own plane and not deflect or otherwise interfere with solution blasted from other hoses in the system. The cabinet shall be furnished with 9 each internal supply hoses, (length to be determined by the vendor). The internal supply hoses will connect to the transmission housing that is being cleaned.
- 3.3.1 **Water Pressure.** The power washing machine shall deliver 90-100 GPM (minimum) at 90-100 psig water to the cabinet. A safety switch shall be furnished to shut off pump when the door is open.
- 3.3.2 **Wash Cycle Timer:** The washer shall be equipped with a 30 minute adjustable timer that automatically resets to the last wash time setting.
- 3.3.3 **Wash Pump Suction Strainer:** The washer shall be equipped with two suction strainers so any particles that pass through strainer will also pass through the hoses to minimize clogging. Strainers should be isolated independent of to allow for any potential clogging buildup in any one strainer.
- 3.4. **Water Level Control:** The washer shall have electronic automatic water level controls to monitor and maintain “correct water level” in reservoir. Level Control System shall lock-out and prevent operation of heat source in case of low water condition, and lock-out water fill in case of full water condition.
- 3.4.1. **Circulation Pump.** The pump shall be capable of handling hot caustic cleaning solutions heavily contaminated by grease, oil, and abrasive dirt. The pump shall be removable from the machine without draining of the solution. The pump shaft shall be mounted in grease able bearings located above the solution tank top. Pump system shall deliver specified total flow at the specified pressure, at a temperature not less than 15 degrees below boiling point

of water at the installation site. The pump shall be powered by an electric motor. Pump motor shall be rated for continuous duty. Pump-to-motor mounting (s) shall ensure positive coupling alignment without need for periodic adjustments. Each pump-shaft-motor assembly shall be dynamically balanced. Coupling and safety guards shall be supplied. The power washer shall be furnished with a 10 HP (minimum) capable of delivering 90-100 GPM total flow measured at the outlets (not pump head). See Table I.

- 3.5. **Table I – Size And Capacities:** The machine shall meet or exceed the requirements listed below for the machine specified. Machine size and capacity shall not be less than the stated requirements of the size ordered.

Table I

Interior Cabinet Construction: 11 gauge thick, Stainless Plate. (minimum)

Outside Dimensions: 72" Wide x 60" Deep x 67" High. (Approximate).

Work Height: 45 Inches (minimum).

Pump: 10 Horsepower Pump (minimum).

Total System Flow: 90-100 GPM (minimum).

Reservoir Capacity: Cabinet sump/reservoir approx. 250 -300 gallons of water.



Bradley Transmission Housing

- 3.6. **Electrical System:** The electrical system of the power washing machine should have operate on a dual voltage system of 460/230 volts, 3 phase, 60 hertz and shall initially be wired for 460 Volt operation. The electrical system shall meet NFPA 79 standards, furnished with main power disconnect.

- 3.6.1. **Motors:** Motors shall be rated for continuous duty and shall have ball or roller bearings of the sealed and permanently lubricated type. Each motor shall have a drip-proof enclosure.
- 3.6.2. **Control Circuit Voltage:** Auxiliary control circuits shall be isolated from the input electric power supply by a low voltage transformer having a secondary voltage of no greater than 120 volts.
- 3.7. **Operator Control Station:** The main operator's station shall be located convenient to the operator. This box will house the main disconnect and primary fusing along with the controls to operate the flushing station. The operator interface will consist of the following:
 - a. Emergency stop button.
 - b. Power on button and light.
 - c. Cycle start button.
 - d. Operator settable timer. (Flushing Cycle)
- 3.8. The washer shall be equipped with PVC swivel flanges and fasteners to facilitate installation of PVC piping between the exhaust and the washer cabinet. All the other related plumbing shall be constructed of stainless steel, brass, or copper.
- 3.9. **Lubrication plate or chart.** A corrosion resistant lubrication plate shall be securely attached to each machine.

Points of lubricant application
 Type of lubricant
 Servicing interval
 SAE number or military or Federal specification for each lubricant.
- 3.9.1. **Nameplate:** The power washing machine shall be furnished with a nameplate, securely attached to the machine. The nameplate shall contain the following information:
 - A. Nomenclature
 - B. Manufacturer name.
 - C. Manufacturer model.
 - D. Manufacturer serial number.
 - E. Power Input (volts, total amps, phase, frequency)
 - F. Short circuit/over-current protection rating.
 - G. Contract number or order number.
 - H. National Stock Number.
 - I. Date of manufacturer.
- 3.13. **Required Technical Manuals.**

Three (3) each, operator manual
 Three (3) each, maintenance manuals
 Three (3) each, installation drawings
 Three (3) each, wiring schematics
 Three (3) each, spare parts lists,
 and other instructions for operation and maintenance will be provided.
- 3.14. **Training of Personnel.** Supplier or manufacturer of equipment shall provide operator and maintenance training upon installation of equipment. Government will incur no charge for

first training session. Training session shall be one (1) day for the operators and one (1) day for maintenance personnel.

3.15. Installation. Upon arrival at Red River Army Depot, equipment shall be ready to be installed. Installation drawings and manuals shall be delivered to RRAD with the equipment. The Government will perform installation of equipment.

4. Quality Assurance Provisions:

4.1. Inspection. Upon receipt of this equipment by Red River Army Depot, this equipment shall be inspected by Quality Assurance to assure that the equipment is of quality design and construction and that it fully conforms to this specification.

5. Statement of Conformity. Each bidder is required to submit a positive statement as to whether or not the items offered fully conform to the terms of this specification. The certificate shall be signed by a duly authorized agent of the supplier.

6. Safety Requirements. Equipment shall comply with Title 29 of Federal Regulations, Part 1910 and National Safety Standards. The Power Washing Machine shall comply with all applicable OSHA Standards and shall have safety devices wherever parts, components are hazardous to the operator and environment.

7. Preparation for Delivery. All Department of Defense equipment shall be afforded the degree of packaging, preservation and packaging required to prevent deterioration and damage due to the hazards of shipment and handling before receipt of equipment. This shall be the sole responsibility of the supplier and shall be cause for rejection of proposal per Para 4.

8. Warranty. The equipment furnished under this specification shall be guaranteed for a period of time equal to the manufacturer's normal commercial warranty, or for a period of one (1) year, whichever is longer, against defective materials, design and workmanship. Upon receipt of notice from the Government of failure of any part of the guaranteed equipment during the warranty period, that part, or parts, shall be replaced promptly with new parts by and at the expense of the Contractor.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Transmission Flush Test Stand FFP Per enclosed purchase specifications and Rogers Associates Machine Tool Corp proposal RA# 0107126. FOB: Destination NSN: 6237481-1962 MILSTRIP: W45G1862552429 PURCHASE REQUEST NUMBER: W45G1862552429	1	Each	\$88,600.00	\$88,600.00
NET AMT					\$88,600.00
ACRN AA CIN: W45G18625524290001					\$88,600.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	21-MAY-2007	1	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W45G18

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D 31EA5ZA400W45G1862552429Z94960041117
 AMOUNT: \$88,600.00
 CIN W45G18625524290001: \$88,600.00

CLAUSES INCORPORATED BY REFERENCE

52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED
 Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM,
 Monday through Friday (excluding Federal holidays). Telephone
 (903) 334-3520.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

☐ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

☐ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.222-4089 HOURS OF WORK

The hours of work on this contract will be from 06:30 AM until 5:00 PM, Monday - Thursday (except holidays), unless other hours unless pecifically approved by the Contracting Officer.

52.228-4026 SCHEDULE OF REQUIRED INSURANCE

(i) Workmen's compensation and employer's liability insurance in compliance with applicable state statutes, with a minimum employers liability coverage of \$100,000.00.

(ii) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000.00 per occurrence. No property damage liability insurance is required.

(iii) Comprehensive automobile insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$20,000.00 per accident for property damage.

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or

separate remittance address is indicated in contract/purchase order).

7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.

8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location
ATTN: DFAS-RI-FPV Bldg 68
Rock Island, IL 61299-8300

FAX: 877-426-4270

52.236-4030 LOCAL RULES AND REGULATIONS

The contractor, all subcontractors, and suppliers shall be governed by police regulations on the installation. The following local rules and regulations will be strictly complied with:

- (a) Employment of Labor:
 - (i) Security regulations
 - (ii) Passes and badges
- (b) Traffic:
 - (i) Designated routes
 - (ii) Passes
 - (iii) Insurance
 - (iv) Parking regulations
- (c) Highway barricades and warning signs
- (d) Safety
- (e) Temporary structures
- (f) Fire prevention and protection
- (g) Utilities

52.236-4031 SECURITY REGULATIONS

(a) All contractors, subcontractors, and their employees are responsible for complying with the following regulations:

(i) Items forbidden on the depot include "strike anywhere" matches, alcoholic beverages, narcotics, photographic equipment, unauthorized tools, firearms, explosives and illegal knives (stilettoes, switchblades, hook blades, and blades over three inches in length).

(ii) Personnel will not retain passes and badges upon job completion or termination, enter depot in an intoxicated condition, fight, gamble, picket, or create a disturbance. Failure to return badges will cost your firm \$50.00 per badge.

(iii) Contractor will ensure that all contractor employees comply with all applicable fire, safety, and security requirements and adhere to all applicable state and federal labor laws and regulations.

(b) General Instructions:

- (i) All depot traffic regulations will be observed.

- (ii) Predetermined work routes will be followed with no deviation.
- (iii) All personal vehicles and containers are subject to search and confiscation of unauthorized items while on the depot (with or without presence of owner).
- (iv) Notorious misconduct off the depot may be sufficient grounds for denying entrance to the depot.
- (v) POV'S must have a minimum insurance coverage and state inspection sticker, in accordance with Texas State Laws.
- (vi) All personnel will adhere to all depot fire, safety, security, and other applicable regulations.

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source

to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)